

## **Making a Booking**

You can either book by telephone or by e mail. Please have details of all party members when making a booking. Please check your confirmation as Shaw Ghyll CC cannot be held responsible for errors in information provided at the time of booking.

Bookings are not transferable to another party.

When making a booking you agree that you or at least one member of your party is eighteen years or over, you have the authority of all persons in your party to book on their behalf, you accept these Terms & Conditions and you agree to be responsible for any loss or damage caused by any member of your party or animal accompanying you. Members of The Camping & Caravanning Club Youth Section can camp unaccompanied if they have passed the Youth Camping Test and are fourteen years or older.

Advance bookings are subject to minimum stays. These vary by site and by season, please contact us for further details.

Subject to availability, one night bookings maybe taken during any season when made directly on arrival onsite and not booked in advance.

Stag, hen or similar parties are welcome only at the sole discretion of the Site Manager, this also applies to any groups of five or more camping units. Please advise at time of booking as you may be required to book directly with the site.

A security bond of £20 per pitch for groups of five units or more may be requested upon arrival at the Site Manager's discretion. Refusal to pay the bond may mean the booking is cancelled and no refund offered.

For groups, the names of all the adults in the party need to be provided at the time of booking. Failure to provide all the names may lead to the booking being cancelled or the Site Manager refusing entry to the site.

All sites are to be used for recreational camping only.

## **Prices**

The prices are based on a daily rate unless otherwise stated. Prices include VAT at the current prevailing rate.

Whilst we will make every effort to ensure that our prices remain unchanged, they may be amended at any time prior to payment of the final balance.

Prices do not include any additional services, features and facilities unless expressly stated.

Pitch prices are per unit.

Promotions, deals or discounted offers are provided at the discretion of Camping in the Forest. All offers are subject to availability, cannot be used in conjunction with any other

## **Payment**

Payment for bookings can be made by Cheque to the Shaw Ghyll. For bookings of three nights or less, the full cost of the holiday is payable at the time of booking. **No facility is available for card payments.**

A non-refundable deposit of £20 is required to secure your pitch. The balance of the price is payable when you arrive at site. We also accept cash payments.

## **Services, Features and Facilities**

Site services, features and facilities are described on the web site. On occasion some services may become unavailable due to breakdown. No refund is available due to this as all effort will be made to reinstate the service asap.

## **Pitches and Units**

The price of your unit is as detailed in our current price list. The prices for additional extras and services are also contained in our price list. For detailed information please call us.

**Unit** – A standard unit is a tent, trailer tent, caravan, campervan or motorhome and one car up to a maximum of 8m x 5m, inclusive of guy ropes. (A motorhome may tow a car with an A – Frame; however transporting the car on a trailer will deem the trailer to be a pitch extra).

## **Vehicle Conversions**

Sleeping in cars or vans is not permitted unless the vehicle has side windows and a specially designed internal sleeping accommodation, such as fully reclining seats. A tent attachment for clothes changing purposes must be erected whenever a car/van is being used for sleeping purposes. Any windows in such units should have adequate curtains or blinds to ensure privacy. If you are in any doubt whether your vehicle will be allowed on our sites, please contact us with photos of your conversion for approval.

Sign written towing vehicles are permitted on site provided campers are not trading or working from site, however you may be asked to park your vehicle away from the pitch.

We do not allow horse boxes or ladders to be present on your pitch.

## **Cancellation and changes to your booking**

**Loss of Deposit** –

## **Arrival and Departure**

It is important that you report to the Site Reception on arrival, before pitching and pay any outstanding balance on your booking and any additional fees.

Arrival times onsite are between midday and dusk, as a guide this is no later than 10pm in the Summer and 7pm in the Winter. If you wish to arrive earlier, please ring the Site Team on the morning of your arrival and they will do their best to accommodate your request, but this cannot be guaranteed. There is a charge of £3 for arrivals before 12:00pm. Please inform the Site Team if you are likely to arrive late.

For advance bookings, if not notified otherwise, your pitch will be held until dusk on the day of your arrival, after which it will be put up for re-sale and your booking treated as a cancellation with your monies retained.

Pitches must be vacated by midday on the day of departure unless otherwise agreed with the Site Team. Departures after midday are subject to availability and a charge of £3 per pitch. Pitches can only be extended until 3pm.

Subject to availability, we accept bookings on all of our Sites up to dusk on the day of your arrival.

## **Management and Behaviour onsite**

Our Site Managers and their teams are fully empowered in all aspects of Site operation and management. In placing a Booking Request you agree that you and your party will at all times comply with the requests of the Site rules.

As the person booking the holiday, you are responsible for the behaviour of all members of the party whilst on the Site.

Any wilful damage to the Site or any other Camping in the Forest property will result in you being asked to immediately leave the Site. If you are asked to leave under these circumstances, no monies will be refunded.

Our customers visit our Sites to enjoy the peace and tranquillity of the Dales. If anyone does not respect this, the Site Manager and their team reserve the right to refuse them admission or ask them to leave the site at any time. If you are asked to leave under these circumstances, no monies will be refunded.

On groups of 5 units or more, a security bond of £20 per pitch will be requested upon arrival at the Site at the discretion of the Site Manager. The Site Manager reserves the discretion to ask any customer for a security bond regardless of party size. This will be refunded in full at the end of your stay unless, in the opinion of the Site Manager, you have displayed unreasonable behaviour (this includes but is not limited to, excessive noise, willful damage to the Site or other people's property and abuse of our staff).

To respect the enjoyment of others, we ask that noise levels are kept to a minimum after 10:30pm. No music is allowed on site after 10.30pm.

To protect our forests, the burning of wood and open fires is strictly prohibited. Charcoal only BBQs are allowed, providing they are raised off the ground. BBQs must be extinguished by 10.30pm. Open fires, fire pits and rope swings are also prohibited. No structures can be tied or secured to trees or vegetation. Any structures that are or are judged to be causing

damage to the site will be taken down or removed. The site team reserve the right to do so without prior consent and wholly at the site teams' discretion.

Well behaved Dogs are welcome on our site. Dogs must be kept on leads at all times and any fouling must be collected and disposed of. A maximum of two dogs per pitch are permitted onsite. If there is an incident onsite involving your dog please note that you may be asked to leave the site immediately.

## **Complaints**

We want you to have an enjoyable holiday. Should you have cause for complaint, please contact our Site Manager immediately who will try to resolve your complaint and advise you of our complaints procedure.

We ask you to note that if you do not give us the opportunity to resolve the problem by reporting it onsite, we may not be able to deal with any complaint on your return and your rights to claim may have been reduced or forfeited.

If, at the end of your stay with us, you feel we have not dealt with your complaint satisfactorily, we ask that the main booker submits a written complaint within 28 days of your return home to: Shaw Ghyll CC.

## **Information about you**

Any information about you that is collected in pursuance of your booking will not be shared with any third parties.

## **Liability**

Please read this section as it is important that you understand what you are agreeing to

Nothing in this section limits or attempts to limit our liability for:

- Death or personal injury caused by our negligence; or
- Fraud or fraudulent misrepresentation; or
- Any breach of the obligations implied by Section 2 of the Supply of Goods and Services Act 1982; or
- Losses for which it is prohibited in Section 7 of the Consumer Protection Act 1987 to limit liability; or
- Any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

Subject to the matters detailed above, if we fail to comply with these Terms, we shall not be responsible for any losses that you suffer as a result, except for those losses which we could reasonably foresee would result from our failure to comply with these Terms.

In addition to the above, we shall not be responsible for any:

- Loss of income or revenue;
- Loss of business
- Loss of anticipated savings
- Loss of data

Our maximum liability shall be no more than to refund the amount paid by you for the holiday.

As our Sites are located in the forest environment, we do not accept responsibility for any damage, injury or inconvenience caused by plants or wildlife.

Camping in the Forest do not accept responsibility for anything that adversely affects your holiday that is outside of our control. These circumstances are known as 'Force Majeure' events and are circumstances that Camping in the Forest could not, even with due care, have foreseen or avoided. Such circumstances include (but are not limited to) war, civil unrest, industrial action, terrorist activity, natural disaster, fire, adverse weather conditions, foot and mouth disease and all other similar events outside of our control. Camping in the Forest will endeavour to manage any problems caused as a result of a Force Majeure event but shall be under no obligation to do so and shall not be liable to you for any losses caused by a Force Majeure event.

Reference to any products, services or other information belonging to third parties does not imply or constitute an endorsement, sponsorship or recommendation by Camping in the Forest. Links to other services not operated by Camping in the Forest are provided solely for your convenience. Camping in the Forest accepts no liability for any products services or other information provided by third parties.

## **Other Important Information**

Any photographs, descriptions or advertising we issue, and any descriptions or illustrations contained in our catalogue, or brochures or on our Website, are issued or published solely to provide you with an approximate idea of our Sites and services. They do not form part of the contract between you and us.

If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the Term will, to that extent only, be severed from the remaining Terms, which will continue to be valid to the fullest extent permitted by law.

If we fail at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. Any waiver of a default by us does not mean that we will automatically waive any subsequent waive by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.

A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

You may not transfer any of your rights or obligations under these Terms to another person without our prior written consent, which we will not withhold unreasonably. We can transfer all or any of our rights and obligations under these Terms to another organisation, but this will not affect your rights under these Terms.

These Terms and any non-contractual obligations relating to these Terms shall be governed by and interpreted in accordance with English law. You and we both agree to the exclusive jurisdiction of the English courts. This contract shall be concluded in the English language.

# Website Terms and Conditions<sup>1</sup>

## (1) Introduction

These terms of use govern your use of our website; by using our website, you agree to these terms of use in full.<sup>2</sup> If you disagree with these terms of use or any part of these terms of use, you must not use our website.

[You must be at least [18] years of age to use our website. By using our website and by agreeing to these terms of use, you warrant and represent that you are at least [18] years of age.<sup>3</sup>]

[Our website uses cookies. By using our website and agreeing to these terms of use, you consent to our use of cookies in accordance with the terms of our [privacy policy / cookies policy].<sup>4</sup>]

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- 1 There are two main purposes of website terms of use: first, they set out the contractual framework for the use of the website; second, they fulfil some of the legal obligations placed upon some kinds of businesses and websites. Our terms of use template is intended for use on websites focused on England and Wales; it can, however, be adapted for use in other jurisdictions – although this should only be done by someone with the requisite familiarity with the relevant law of the other jurisdiction. The template is designed for some of the most common kinds of websites: information sites, online brochures/adverts for products and services, personal websites and similar kinds of sites. It contains optional provisions for websites with restricted access and/or user generated content. It is not on its own sufficient for use on websites which collect personal information (which will also require a privacy policy of some kind) or for ecommerce sites (ie those involving payment in relation to goods or services, which will also require legal provisions relating specifically to the goods or services that can be bought on the website). Websites with unusual or non-standard features should always use bespoke terms of use. The website terms of use template will need to be edited before it is ready for use. Square brackets in the document indicate the sections which need or are likely to need to be edited. However, you should carefully review the whole document to ensure that it meets with your requirements. If you have any doubts, you should seek professional advice.
  - 2 The completed website terms of use should be easily accessible on your website, preferably from every page. Ideally, from a legal perspective, users should be asked to expressly agree to these terms (eg by clicking an "I agree" button). This is rarely done in relation to general website terms of use. If, however, users have to register to enter a restricted area of the website or to use functionality in the website, you should ensure that they agree to the terms of use (eg by clicking "I agree" on an electronic version of the terms of use). You should retain evidence of the agreement of the terms by each user.
  - 3 The use of websites by minors can be legally problematic. There are a number of different legal issues. For example, under English law, contracts may be unenforceable against minors. Another issue concerns data protection. The law of data protection imposes additional burdens in relation to the processing of any personal data of a minor and in relation to the processing of personal data provided by a minor. The effects of the law of indecency may also depend upon whether a website is accessible by minors. Obviously, the inclusion of a requirement in your terms of use that minors refrain from using a website is no guarantee that they will do so. Where your website is directed at, or likely to be used by, minors, we recommend that you seek specialist legal advice.
  - 4 The inclusion of this statement in your website legal documents will not necessarily satisfy the requirements of the Privacy and Electronic Communications (EC Directive) Regulations 2003 as regards consent to the use of cookies. Guidance concerning methods of obtaining such consent is included on the

**(2) Credit**

This document was created using an [SEQ Legal](#) template.

**(3) Licence to use website**

Unless otherwise stated, we or our licensors own the intellectual property rights in the website and material on the website. Subject to the licence below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages [or *[other content]*]<sup>5</sup> from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms of use.

You must not:

- (a) republish material from this website (including republication on another website);
- (b) sell, rent or sub-license material from the website;
- (c) show any material from the website in public;
- [(d) reproduce, duplicate, copy or otherwise exploit material on our website for a commercial purpose;]
- [(e) edit or otherwise modify any material on the website; or]
- [(f) redistribute material from this website [except for content specifically and expressly made available for redistribution [(such as our newsletter)].]

[Where content is specifically made available for redistribution, it may only be redistributed [within your organisation].]<sup>6</sup>

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Information Commissioner's website (<http://www.ico.gov.uk>). Details of cookie use should be set out in the privacy policy or cookies policy.

5 The scope of the licence to use will vary with the site. Consider carefully exactly what your users should be allowed to do with your website and material on your website.



#### **(4) Acceptable use**

You must not use our website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including, without limitation, scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent.

[You must not use our website to transmit or send unsolicited commercial communications.]

[You must not use our website for any purposes related to marketing without our express written consent.]

#### **(5) Restricted access<sup>7</sup>**

Access to certain areas of our website is restricted. We reserve the right to restrict access to other areas of our website, or indeed our whole website, at our discretion.

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6 Where you have content which is specifically available for redistribution, it is usually a good idea to have a more detailed licence setting out the redistribution rights.

7 This section should be included if your website or parts of your website have (or will in future have) restricted access, eg a password-protected area for members.

If [we provide you with / you generate] a user ID and password to enable you to access restricted areas of our website or other content or services, you must ensure that the password is kept confidential.

You must notify us in writing immediately if you become aware of any unauthorised use of your account or password.

You are responsible for any activity on our website arising out of any failure to keep your password confidential and may be held liable for any losses arising out of such a failure.

You must not use any other person's user ID and password to access our website[, unless you have that person's express permission to do so].

[We may disable your user ID and password at any time in our sole discretion with or without notice or explanation.]

## **(6) User content<sup>8</sup>**

In these terms of use, "your content" means material (including, without limitation, text, images, audio material, video material and audio-visual material) that you submit to our website, for whatever purpose.

You grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, adapt, publish, translate and distribute your content in any existing or future media. You also grant to us the right to sub-license these rights and the right to bring an action for infringement of these rights.

You warrant and represent that your content will comply with these terms of use.

Your content must not be illegal or unlawful, must not infringe any third party's legal rights and must not be capable of giving rise to legal action whether against you or us or a third party (in each case under any applicable law).

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<sup>8</sup> This section should be included if your website has a bulletin board, chat room, comments feature or similar user-generated content functionality. You will need to think carefully about, first, the terms of the licence which the user grants to you and, second, the restrictions you propose to place upon users.

You must not submit any content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

We reserve the right to edit or remove any material submitted to our website, or stored on our servers, or hosted or published upon our website.

[Notwithstanding our rights under these terms of use in relation to your content, we do not undertake to monitor the submission of such content to, or the publication of such content on, our website.]<sup>9</sup>

## **(7) Limited warranties**

We do not warrant the completeness or accuracy of the information published on this website; nor do we commit to ensuring that the website remains available or that the material on the website is kept up to date.

To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to this website and the use of this website (including, without limitation, any warranties implied by law in respect of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

## **(8) Limitations and exclusions of liability<sup>10</sup>**

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9 This provision is intended to disclaim editorial responsibility for user content. This should (it is thought) give you a better chance of gaining the protection of the general defences in Sections 17-19 of the Electronic Commerce (EC Directive) Regulations 2002 (the "**Ecommerce Regulations**") and the libel-specific defence in Section 1 of the Defamation Act 1996.

10 Limitations and exclusions of liability are regulated and controlled by law, and the courts often rule that particular limitations and exclusions of liability are unenforceable. The courts are particularly likely to intervene where a party is seeking to rely on a limitation or exclusion of liability in a consumer contract or in its standard T&Cs, but will also sometimes intervene where a term has been individually negotiated. You should take legal advice if you may wish to rely upon a limitation or exclusion of liability, or if you want to exclude or limit – or purport to exclude or limit – any liability to a consumer. Please note that the guidance notes to this Section provide only an incomplete and basic overview of this complex subject.

Exclusions and limitations of liability in UK B2B and B2C contracts are regulated by the Unfair Contract Terms Act 1977 ("**UCTA**"). Relevant legislation in the case of B2C contracts also includes the Consumer Protection Act 1987 and the Unfair Terms in Consumer Contracts Regulations 1999.

The courts may be more likely to rule that provisions excluding liability – as opposed to those merely

Nothing in these terms of use will: (a) limit or exclude our or your liability for death or personal injury resulting from negligence; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; (c) limit any of our or your liabilities in any way that is not permitted under applicable law; or (d) exclude any of our or your liabilities that may not be excluded under applicable law.<sup>11</sup>

The limitations and exclusions of liability set out in this Section and elsewhere in these terms of use: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under these terms of use or in relation to the subject matter of these terms of use, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

[To the extent that the website and the information and services on the website are provided free of charge, we will not be liable for any loss or damage of any nature.]<sup>12</sup>

[We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.]

[We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.]<sup>13</sup>

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limiting liability – are unenforceable.

If there is a risk that any particular limitation or exclusion of liability will be found to be unenforceable by the courts (for example, because it may be unreasonable under UCTA), that provision should be drafted as an independent term and be separately numbered from the other provisions.

It may improve the chances of a limitation or exclusion of liability being found to be enforceable if the party seeking to rely upon it specifically drew it to the attention of the other party before the contract was entered into.

- 11 Do not delete this paragraph (except upon legal advice). Without this paragraph, the specific limitations and exclusions of liability will not usually be enforceable.
- 12 This sort of exclusion is most unlikely to be enforceable.
- 13 You should consider carefully the particular kinds of loss you want to try to limit or exclude.

If you wish to try to limit or exclude for liability in respect of reckless, deliberate, personal and/or repudiatory breaches of contract, you should specify this in relation to the relevant paragraph (for example, using the following wording: "The limitations and exclusions of liability in this paragraph will apply whether or not the liability in question arises out of any [reckless, deliberate, personal and/or repudiatory] conduct or breach of contract"). In some circumstances the courts will find these types of limitations and exclusions to be unenforceable (eg because unreasonable under UCTA).

[We will not be liable to you in respect of any loss or corruption of any data, database or software.]

[We will not be liable to you in respect of any special, indirect or consequential loss or damage.]<sup>14</sup>

## **(9) Indemnity**

You hereby indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including, without limitation, legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach by you of any provision of these terms of use[, or arising out of any claim that you have breached any provision of these terms of use].<sup>15</sup>

## **(10) Breaches of these terms of use**

Without prejudice to our other rights under these terms of use, if you breach these terms of use in any way, we may take such action as we deem appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

## **(11) Variation<sup>16</sup>**

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14 "Consequential loss" has a special meaning in English law: it means a loss that, whilst not arising naturally from the breach, was specifically in the contemplation of the parties when the contract was made.

15 This additional wording is useful, although users may think it unfair to demand an indemnity where liability has not been proven – and in many circumstances, for example in relation to consumers, it will probably not be enforceable.

16 Changes to the notices will not be retrospectively effective.

We may revise these terms of use from time to time. Revised terms of use will apply to the use of our website from the date of publication of the revised terms of use on our website.

## **(12) Assignment**

We may transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms of use without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms of use.

## **(13) Severability**

If a provision of these terms of use is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

## **(14) Exclusion of third party rights**

These terms of use are for the benefit of you and us, and are not intended to benefit any third party or be enforceable by any third party. The exercise of our and your rights in relation to these terms of use is not subject to the consent of any third party.<sup>17</sup>

## **(15) Entire agreement**

Subject to the first paragraph of Section [8], these terms of use[, together with our privacy policy,]<sup>18</sup> constitute the entire agreement between you and us in relation to your use of our website and supersede all previous agreements in respect of your use of our website.

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17 This provision is designed to exclude any rights a third party may have under the Contracts (Rights of Third Parties) Act 1999.

18 If you collect personal data from users, you should have a privacy policy as well as terms of use. You should also refer here to (for example) any terms of sale or terms of subscription which relate to your website.

## (16) Law and jurisdiction<sup>19</sup>

These terms of use will be governed by and construed in accordance with English<sup>20</sup> law, and any disputes relating to these terms of use will be subject to the [non-]exclusive<sup>21</sup> jurisdiction of the courts of England and Wales.

## (17) Registrations and authorisations<sup>22</sup>

[We are registered with [trade register]. You can find the online version of the register at [URL]. Our registration number is [number].]<sup>23</sup>

[We are subject to [authorisation scheme], which is supervised by [supervisory authority].]<sup>24</sup>

[We are registered with [professional body]. Our professional title is [title] and it has been granted in the United Kingdom. We are subject to the [rules], which can be found at [URL].]<sup>25</sup>

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19 The questions of what law governs a contract and where disputes relating to the contract may be litigated are two distinct questions.

20 These terms of use have been drafted to comply with English law, and the governing law provision should not be changed without obtaining expert advice from a lawyer qualified in the appropriate jurisdiction. (NB in some circumstances the courts will apply provisions of their local law, such as local competition law or consumer protection law, irrespective of a choice of law clause specifying that a different law applies.)

21 Choose "non-exclusive" jurisdiction if you may want to enforce the terms of use against users outside England and Wales. Otherwise, choose "exclusive jurisdiction". (NB in some circumstances – particularly where you are contracting with a consumer – your jurisdiction clause may be overridden by the courts.)

22 This section can be deleted where the Ecommerce Regulations do not apply. Generally, the Ecommerce Regulations will apply unless a website is entirely non-commercial, ie where a website does not offer any goods or services and does not involve any remuneration (including remuneration for carrying Google AdSense or other advertising).

23 The Ecommerce Regulations provide that where you are "registered in a trade or similar register available to the public", you must provide "details of the register in which the service provider is entered and his registration number, or equivalent means of identification in that register".

24 The Ecommerce Regulations provide that "where the provision of the service is subject to an authorisation scheme", you must provide "the particulars of the relevant supervisory authority".

25 The Ecommerce Regulations provide that where "the service provider exercises a regulated profession", it must provide "(i) the details of any professional body or similar institution with which the service provider is registered; (ii) his professional title and the member State where that title has been granted; (iii) a reference to the professional rules applicable to the service provider in the member State of establishment and the means to access them".

[We subscribe to the following code[s] of conduct: *[code(s) of conduct]*. [These codes/this code] can be consulted electronically at *[URL(s)]*.]<sup>26</sup>

[Our VAT number is *[number]*.]<sup>27</sup>

## **(18) Our details**<sup>28</sup>

The full name of our company is [ Shaw Ghyll].

[We are registered in [England and Wales] under registration number *[number]*.]

Our [registered] address is [*Shaw Ghyll, DL8 3LY*].

You can contact us by email to [*SEE WEB SITE*].

**You must retain the SEQ Legal credit and link set out in Section 2 above. However, professional legal documents do not ordinarily include such credits and links. You can purchase the right to use this document without the credit and link here:**

[http://www.website-contracts.co.uk/acatalog/terms\\_of\\_use\\_basic.html](http://www.website-contracts.co.uk/acatalog/terms_of_use_basic.html)

**Unless you have purchased this right, it is an infringement of copyright and breach of licence to use this document without the credit and link.**

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26 The Ecommerce Regulations provide that "a service provider shall indicate which relevant codes of conduct he subscribes to and give information on how those codes can be consulted electronically".

27 Under the Ecommerce Regulations, where the service provider undertakes an activity that is subject to value added tax, the relevant identification number must be disclosed.

28 UK companies must provide their corporate names, their registration numbers, their places of registration and their registered office addresses on their websites.

Sole traders and partnerships that carry on a business in the UK under a "business name" (ie a name which is not the name of the trader/partners or certain other specified classes of name) must also make certain website disclosures: (a) in the case of a sole trader, the individual's name; (b) in the case of a partnership, the name of each member of the partnership; and (c) in either case, in relation to each person named, an address in the UK at which service of any document relating in any way to the business will be effective.

All websites covered by the Ecommerce Regulations must provide a geographic address (not a PO Box number) and an email address.